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*Attorneys for Plaintiff  
The American Automobile Association, Inc.*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

THE AMERICAN AUTOMOBILE  
ASSOCIATION, INC.,

Plaintiff,

v.

ABEL ALBIAR  
and AAA MOBILE AUTO REPAIR,

Defendants.

Case No.: 2:14-cv-01025-RFB-GWF

**STIPULATION AND ORDER FOR  
PERMANENT INJUNCTION**

WHEREAS, The American Automobile Association, Inc. ("AAA") is a not-for-profit, non-stock corporation organized and existing under the laws of Connecticut, with its principal place of business in Heathrow, Florida;

WHEREAS Defendant Abel Albiar is the owner of AAA Mobile Auto Repair (collectively, "the Defendants") and registered the AAAMOBILEAUTOREPAIR.COM domain name;

WHEREAS, AAA has brought an action in this Court against Defendants in which it has alleged that Defendants have knowingly and willfully violated AAA's rights in its famous and distinctive AAA trademarks ("AAA Marks"), in violation of the Federal Trademark Act ("Lanham Act"), 15 U.S.C. §§ 1114, 1125, and Nevada law, by using the business name AAA Mobile Auto Repair and by registering and using the AAAMOBILEAUTOREPAIRLV.COM domain name;

1 WHEREAS, AAA has alleged Defendants violated the following federal registrations  
2 held by AAA:

- 3 a) Reg. No. 829,265, for the AAA Mark, used in connection with  
4 automobile association and emergency roadside services;  
5 b) Reg. No. 2,158,654, for the AAA Mark & Design, used in  
6 connection with automobile club and emergency roadside services;  
7 c) Reg. No. 1,449,079, for the AAA APPROVED AUTO REPAIR  
8 Mark & Design, used in connection with automobile repair services; and  
9 d) Reg. No. 3,426,468, for the AAA APPROVED AUTO REPAIR Mark &  
10 Design, used in connection with automobile repair services;

11 WHEREAS, the Court has jurisdiction over this civil action by virtue of 28 U.S.C. §§  
12 1331, 1338, and 1367;

13 WHEREAS, Defendants acknowledge that their use of the AAA Marks may violate  
14 AAA's rights in the AAA Marks;

15 WHEREAS, AAA and Defendants have entered into a Settlement Agreement to resolve  
16 any and all controversies and disputes between them existing as of this date;

17 WHEREAS, pursuant to that Settlement Agreement, AAA has agreed to dismiss its  
18 claims for damages and attorneys' fees, and costs;

19 WHEREAS, pursuant to the Settlement Agreement, Defendants agree and consent to  
20 entry by the Court of a permanent injunction restraining Defendants from further unauthorized  
21 use of the AAA Marks, or of marks confusingly similar to the AAA Marks;

22 WHEREAS, pursuant to the Settlement Agreement, Defendants also agree that  
23 Defendants shall take all steps necessary to transfer the  
24 AAAMOBILEAUTOREPLAIRLV.COM domain name to AAA; and

25 WHEREAS, Defendants waive all defenses or counterclaims which they might otherwise  
26 raise at a trial on the merits of AAA's demand for a permanent injunction.

27 NOW THEREFORE, based on the consent of the Parties, the facts set forth herein and  
28 for good cause appearing, the Court does hereby enter the following permanent injunction:

1 IT IS ORDERED, ADJUDGED, AND DECREED:

2 1. That Defendants, their agents, attorneys, representatives, employees, and all  
3 persons in active concert or participation with them who receive notice hereof, are hereby  
4 permanently enjoined from any unauthorized use of AAA Marks, or of any confusingly similar  
5 marks;

6 2. That Defendants are ordered to transfer to AAA the  
7 AAAMOBILEAUTOREPAIRLV.COM domain name and any other domain names containing  
8 the AAA Marks within thirty (30) days of the entry of this order;

9 3. That should Defendants fail to comply with the injunction and the applicable  
10 registrar(s) fail to transfer the AAAMOBILEAUTOREPAIRLV.COM domain name and any  
11 other domain name containing the AAA Marks, or disable the website associated with the  
12 AAAMOBILEAUTOREPAIRLV.COM domain name, then the “.com” registry, VeriSign, Inc.,  
13 may take all steps necessary to effect the transfer of the AAAMOBILEAUTOREPAIRLV.COM  
14 domain name to AAA; and

15 4. That this case shall be closed, except that this Court shall retain jurisdiction for  
16 the purpose of enforcing this permanent injunction.

17 Entered this \_\_th day of May, 2015.

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1 **IT IS SO AGREED AND STIPULATED**

2 BY PLAINTIFF:

BY DEFENDANTS:

3 /s/ Meng Zhong

/s/ David R. Koch

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10 *Attorneys for Plaintiff*  
11 *The American Automobile Association, Inc.*

*Attorney for Defendants*  
*Abel Albiar and AAA Mobile Auto Repair*

12 **IT IS SO ORDERED:**

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14 RICHARD F. BOULWARE, II  
15 United States District Judge

16 DATED: this 31st day of May 2015.  
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